

REMARKS

Claims 1-11, 13-23, 25-27, 29-31, 33-38, 40, 41, 43, 45-48, 50-53, 55, 56, 58 & 60-65 are pending. Applicant respectfully requests that the rejections of the pending claims be withdrawn and the application allowed.

Rejection Under 35 U.S.C. § 103(a)

Applicant traverses the claim rejection under 35 U.S.C. § 103(a) based on the purported combination of Michael Moncur, *SAMS Teach Yourself JavaScript*, Oct. 2000 (“*Moncur*”) in view of U.S. Patent No. 5,774,729 to Carney et al., (“*Carney*”).

Moncur is not prior art.

As set forth in the Reply to Office Action dated May, 29, 2009, *Moncur* is not prior art to the subject application. The present application is entitled to an effective filing date of May 8, 1997. The Examiner agreed that *Moncur* was published in October 2000. However, the Office Action still relied on portions of the reference. (Office Action, p. 2, para. 5.) Applicant respectfully submits that this reliance is improper.

There are only limited circumstances under which a document that postdates an application's effective filing date may be used. (*See* M.P.E.P. § 2124.) References which do not qualify as prior art may be relied upon to show the level of ordinary skill in the art at or around the time the invention was made. *Ex parte Erlich*, 22 USPQ 1463 (Bd. Pat. App. & Inter. 1992). (Emphasis added.) However, in the Office Action, *Moncur* is not merely used to show the ordinary skill in the art. Instead, the Office Action relies on *Moncur* to purportedly teach specific claim features. Thus, the reliance *Moncur* is improper.

For the reasons above, *Moncur* is not prior art and cannot support a rejection of under § 103. Applicant, therefore, respectfully requests that the Examiner reconsider and withdraw the rejection under § 103 based on *Moncur*.

Moncur and Carney cannot support a rejection of claim 1 under 35 U.S.C. § 103(a).

The purported combination of *Moncur* and *Carney* cannot support a rejection of the claim 1 because the references do not establish, at least, that all the features recited the claim 1 were known in the prior art. (*See KSR International Co. v. Teleflex Inc.*, 550 U.S., No. 04-1350 (U.S., April 30, 2007), 82 USPQ2d 1385, 1395 (2007); M.P.E.P. § 2143.02.)

Claim 1 recites, *inter alia*, “assigning a routing type to an event” and “receiving an event specifying an assigned routing type,” (Emphasis added.) The Office Action relies on *Moncur* for purportedly teaching that a dynamic event handler can be customized to handle various types of events using “IF” statements to route events to different applications (Office Action, p. 3, para. 6., *citing Moncur* pp. 1-3, 5-7.) However, the portions of *Moncur* cited in the Office Action do not disclose anything with regard to “types of events,” as asserted by the Examiner. (Emphasis added.) With regard to “if” statements, *Moncur* states that each event has a name, such as “onMouseOver” which is sent to a corresponding event handler. (*Moncur*, p. 5.) Likewise, the disclosed functions for changing event handlers simply turn on/off based on a particular event. (*Moncur*, p. 6.) Thus, *Moncur* merely discloses handling events on an individual basis – not based on using a “type,” as recited in claim 1.

The Office Action argues that, even though “switch-case” statements were not known in the art until after the subject application’s effective filing date, the same result could be achieved by “if” statements, which predated the application. (Office Action, pp. 2-3, para. 5.) Even if this assertion were correct, which Applicant does not concede, the “if” statements

would still operate on individual events. Accordingly, *Moncur's* “if” statements cannot be considered to disclose the above-noted features of Applicant's claim 1.

Notably, *Moncur* describes “event objects” that are sent to an event handler with each event that describe properties of an event such as “type.” However, *Moncur* states this feature was not added until JavaScript 1.2, which the Examiner has conceded is not prior art. Given that *Moncur* actually states that event object types were not included in JavaScript until after Applicant's effective filing date, *Moncur* should not be relied on to disclose such features.

For the reasons above, *Moncur* does not disclose or suggest Applicant's claimed “types.” Thus, *Moncur* cannot be considered to disclose or suggest, at least, “assigning a routing type to an event” and “receiving an event specifying an assigned routing type,” as recited in claim 1. (Emphasis added.)

Carney also does not disclose the “assigning” and “receiving” features recited in claim 1, and the Office Action does not assert that *Carney* makes any such disclosure or suggestions. Accordingly, even if *Moncur* qualified as prior art, (which Applicant does not concede,) *Moncur* and *Carney*, taken individually or in combination, do not disclose all the features recited in claim 1. Therefore, *Moncur* and *Carney* cannot support a rejection of claim 1 under 35 U.S.C. § 103(a),

The pending claim are allowable over *Moncur* and *Carney*.

As set forth above, neither *Moncur* nor *Carney* disclose or suggest the features recited in claim 1 and, thus, these references cannot support a rejection of claim 1 under § 103. Claim 1 is, therefore, allowable over *Moncur* and *Carney*.

Independent claims 13, 25, 29, 33, 36, 41, 43, 45, 50, 55 & 58, although of different scope than claim 1, recite features similar to the above-noted features of claim 1.

Accordingly, the purported combination of *Moncur* and *Carney* cannot support a rejection of claims 13, 25, 29, 33, 36, 41, 43, 45, 50, 55 & 58 for at least the same reasons given above for claim 1. Claims 13, 25, 29, 33, 36, 41, 43, 45, 50, 55 & 58 are, therefore, allowable as well.

Dependent claims 2-11, 14-23, 26, 27, 30, 31, 34, 35, 37, 38, 40, 46-48, 51-53, 56 & 60-65 are also allowable at least due to their corresponding dependence from claims 1, 13, 25, 29, 33, 36, 41, 43, 45, 50, 55 & 58.

Conclusion

For the reasons set forth above, Applicant respectfully requests allowance of the pending claims.

If additional fees are required for any reason, please charge Deposit Account No. 02-4800 the necessary amount.

Respectfully submitted,

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